

United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Eastern Navajo Agency

P.O. Box 328

Crownpoint, New Mexico 87313

MAR 05 2020

FILE COPY

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Ex. 6 Personal Privacy (PP)

Dear **Ex. 6 Personal Privacy (PP)**

Enclosed is your approved Residential Lease on Allotment **Ex. 6 Personal Privacy (PP)** which was approved by the Superintendent Lester K. Tsosie on February 03, 2020. This is an important document which needs to be kept for future reference. Do not give this original to anyone, always give a duplicate copy. Keep this original for your records.

Please be advised that your residential lease is located within the vicinity of an Abandoned Uranium Mine clean-up project by EPA, NEPA and contractor.

If you need additional information, please do not hesitate to contact the Branch of Real Estate Services at (505) 786-6121 or 786-6002.

Sincerely,

Jerry DeGroat

Realty Officer, Eastern Navajo Agency



THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT
JONATHAN NEZ VICE PRESIDENT

January 23, 2020

Mr. Jerry DeGroat, Realty Officer
BIA Eastern Navajo Agency - Branch of Real Estate Services
P.O. Box 328
Crownpoint, New Mexico 87313

Tina K Yazzie-Toledo, Realty Assistant
BIA Eastern Navajo Agency - Branch of Real Estate Services
P.O. Box 328
Crownpoint, New Mexico 87313

RE: NNEPA Superfund Program approval for Ex. 6 Personal Privacy (PP)
residential homesite lease

Dear Mr. DeGroat,

The Navajo Nation Environmental Protection Agency-Superfund Program reviewed your request for any potential impacts from the Haystack Abandoned Uranium Mines for two homesite leases for Ex. 6 Personal Privacy (PP). The proposed homesite leases are located outside the boundary of the Haystack Abandoned Uranium Mine and NNEPA Superfund Program approves the homesite leases.

If you should have any questions, please contact the Navajo Nation Superfund Program at (928) 871-7325.

Sincerely,

A handwritten signature in black ink, appearing to read "Dariel Yazzie", is written over a horizontal line.

Dariel Yazzie, Environmental Program Supervisor
NN Environmental Protection Agency- Navajo Nation Superfund Program
P.O. Box 2946
Window Rock, AZ 86515

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

FILE COPY

RESIDENTIAL LEASE

ALLOTMENT NO.: Ex. 6 Personal Privacy (PP)THIS LEASE, made and entered into between Ex. 6 Personal Privacy (PP)Ex. 6 Personal Privacy (PP) hereinafter designatedas "LESSOR", and Ex. 6 Personal Privacy (PP)Ex. 6 Personal Privacy (PP) member(s)of the NAVAJO TRIBE residing at Ex. 6 Personal Privacy (PP) hereinafter designated as "LESSEE(S)."**WITNESSETH:**

1. **"SECRETARY"** As used herein, means the Secretary of the Interior or his/her authorized representative acting under delegated authority as used in this Lease, the term SECRETARY means the Secretary of the Interior or his duly authorized representative

2. **SECRETARY APPROVAL.** This Lease is subject to the approval of the secretary pursuant to the act of August 9, 1955; 69 STAT. 539, as amended; 25 U.S.C. § 415, as implemented by Title 25, Code of Federal Regulations, Part 162 and applicable Federal regulations and amendments thereto.

3. **LEGAL DESCRIPTION.** For and in consideration of the rents, covenants, and agreements hereinafter set out, the Lessor hereby leases to the Lessee the described. If all or any part of the leased premises is described by metes and bounds, a survey of such area will be provided by the Lessee at the Lessee's sole expense. A surveyor licensed in the State where the land is located, to include a plat, and a written description, which shall include acreage of the land described, shall make such survey. Plats should show the tie-in to the nearest corner of the public survey, all courses and distances, exceptions, and tract acreages. Said survey plan is attached and identified as Exhibit No. 1. Not less than three (3) copies shall be furnished to the Secretary.

Ex. 6 Personal Privacy (PP)

Ex. 6 Personal Privacy (PP) *McKinley County, New Mexico.*

4. **USE OF PREMISES.** The object of this Lease is to enable only the Lessee and immediate family members, who are still dependent(s) to construct, improve and/or maintain a one-unit single family dwelling on the premises, and otherwise to use or occupy said premises for residential purposes. A road right of way for ingress/egress for Lessee is to be provided at all times. Lessee shall use the leased premises for the specific purposes described. If the Lessee uses the leased premises for any other purpose not set forth herein without written consent of the Lessor and approval of the Secretary, such use shall constitute grounds for cancellation of this lease.

5. **TERM.** Lessee(s) shall have and hold the premises for a term of twenty-five (25) years beginning on the effective date of this Lease, which such date shall be the anniversary date of this lease. This Lease shall automatically and without notice renew for an additional term of twenty-five (25) years on the same terms and conditions contained herein. This Lease may not be terminated by either or both parties during its initial or

renewal term if, and as long as, the Lease and /or any improvements on the premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan in accordance with the provisions hereof, unless consent in writing to such termination is given by the lender and, when FHA insurance or VA guaranty or insurance is in force, by the Federal Housing Administration or the Veterans Administration, as the case may be.

6. MORTGAGE (OR LIEN) FORECLOSURE. This Lease shall not be subject to any forfeiture or reversion and shall not be otherwise terminable, if such event would adversely affect any interest in the premises, including improvements thereon, acquired in accordance with the provisions hereof by the holder of any mortgage or other lien, or of any purchaser at a foreclosure sale under such mortgage (or lien) or under any conveyance given in lieu of foreclosure, or of any holder subsequent to such purchase.

7. RENT. Rentals shall be paid no more than one year in advance, annually prior to the anniversary of the approval date. Prior to the due date of payment, an invoice will be generated and sent to the lessee from the Trust Funds Lockbox system. An annually Rental in the amount of \$ Ex. 3 Personal Privacy (PP), is due on or before the due date stated in the invoice. The Lessee(s) will need to submit and mail the payment(s) to the return address noted on the invoice form given. All payments are to be deposited with the Secretary on behalf of Lessor(s). If requested by the Secretary, Lessee will furnish a surety bond. In the event of death of the Lessor(s) during the term of this lease and while the leased premises are in trust or restricted status, all rents remaining due and payable to the decedent under the provisions of the lease shall be paid to the office of the Bureau of Indian Affairs having jurisdiction over the land. If payment is by other good and valuable considerations, the receipt of which is to be acknowledged by Lessor and copies provided to the Secretary. A five (5) year periodical review will be completed if rental is required. It is agreed that there shall be no adjustment of the rent if the lease is terminated before its term otherwise would expire or in the event that any part of the premises is taken by condemnation for highway or other public purposes.

8. LATE PAYMENT PENALTY - It is understood and agreed between the parties hereto that in the event that any annual or semi-annual installment of rental is not paid after becoming due, a penalty equal to 18% of the amount unpaid will be assessed every 30 days that the amount remains unpaid; or in the event that any installment of rental for a period other than annual or semi-annual is not paid after becoming due, a penalty equal to 10% of the amount unpaid will be assessed every month that the amount remains unpaid.

9. IMPROVEMENTS. All residential buildings now existing or hereafter constructed on the premises shall be the leasehold property of the Lessee (s) during the term of this lease, including any extension or renewal thereof. No additional home will be constructed on lease premises, but will need a new residential lease. During the term of this Lease, Lessee shall obtain any necessary required permits, approvals or authorization required for the construction and use of improvements he or she (they) places or cause (s) to be placed on the Leased Premises, and shall comply with all laws applicable to the construction and use of improvements.

10. USE RIGHTS Upon expiration of this Lease, or upon its termination in accordance with the terms hereof, Lessee(s) and any successors in interest shall, upon demand, surrender to Lessor upon expiration or other termination of this Lease, without legal enforcement, complete and peaceable possession of the premises and all improvements thereon, which shall be the property of the Lessor.

11. RELINQUISHMENT OF FEDERAL SUPERVISION. Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease; however, such termination shall not serve to abrogate the lease. The landowner(s) and the lessee and his/her surety or sureties shall be notified by the Secretary of any such change in the status of the land

12. INTEREST OF MEMBER OF CONGRESS. No Member or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise here from; but this provision shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

13. UNLAWFUL CONDUCT. The lessee agrees that he/she will not use or cause to be used any part of the leased premises for any unlawful conduct or purpose. Any unlawful conduct or activities will be cause for termination of the lease.

14. QUIET ENJOYMENT. Lessor covenants and agrees that upon Lessee's paying the rent reserved herein and timely performing and observing all of the covenants and provision of this lease on Lessee's part to be performed and observed to defend the title to the premises and also agrees that Lessee(s) and any successors in interest shall peaceably and quietly hold, enjoy and occupy the premises for the duration of this Lease without any hindrance, interruption, ejection or molestation by lessor or by any other person or persons whomsoever.

15. INHERITANCE. This Lease may be transferred by will or by intestate inheritance in accordance with the laws and customs of the Navajo Tribe, or the State of New Mexico, when appropriate.

16. ASSIGNMENT AND SUBLEASE. Except as otherwise provided herein, Lessee(s) shall not assign or sublet this Lease without prior written consent of the Lessor and sureties (as found in 25 CFR 162), and approval of the Secretary of the Interior. If this Lease and /or any improvements on the premises are mortgaged or pledged as security for a loan, Lessee shall not assign or sublet this Lease without the written approval of the lender and the Secretary or the authorized representative. Lessee may assign the Lease and deliver possession of the Leased Premises, including any improvements thereon, to the lender or its successors, or Federal Agency guaranteeing or insuring a loan for home construction and or renovations. If Lessee default(s) in any mortgage or other loan agreement for which the Lease and/or improvements on the Leased Premises are pledged as security, and, in such event, the lender or its successors in interest may transfer this Lease or possession of the Leased Premises to a successor Lessee. Lessee(s) may not execute a mortgage, declaration of trust or other security instrument pledging their interest in this Lease or any non-residential purposes, without the prior written consent of the Lessor and approval of the Secretary.

17. APPROVED ENCUMBRANCE. Lessee(s) may execute and record a mortgage, declaration of trust or other security instrument pledging their interest in this Lease or any improvements on the premises without the prior consent of Lessor and the approval of the Secretary, to a financial institution that provide financial assistance, as may be necessary to obtain financing for the construction and/or improvement of a dwelling and related structures, such as the Federal Housing Administration or Veterans Administration, or any lender, insurer or guarantor of the Federal Housing Administration or Veterans Administration, as the case may be. Nothing in this Lease shall prevent or shall prevent the mortgagee or other Lender from foreclosing or instituting other appropriate proceedings under law in the event of default of any mortgage or other loan agreement by the Lessee(s). Lessee(s) may assign this lease or deliver possession of the premises, including any improvements thereon, to the lender, its successors in interest, or the FHA or VA, as the case may be, if Lessee(s) default(s) in any mortgage or other loan agreement for which the Lease and/or improvements on the premises are pledged as security, and, in such event, the Lender, its successor in interest, or the FHA or VA, in turn may transfer this lease or possession of the premises to a successor Lessee.

18. OPTION. In the event of default by the Lessee(s) on any mortgage or other loan agreement for which this Lease or any improvements on the premises are pledged as security, Lessor shall have the right of first refusal to acquire the Lessee's interest in the premises (subject to all valid liens and encumbrances) upon (A) Payment of all sums then in arrears, and (B) Either payment of the balance of the loan or assumption of the mortgage. Said right of first refusal may be exercised at any time within thirty (30) days after notice in writing from the lender of the Lessee's default, which notice shall be given before the lender invokes any other remedies provided under the mortgage or by law, and shall be exercised by notice in writing from the Lessor to the Lessee(s) and the Lender; provided, however, that the Lessee(s) shall have thirty (30) days from the date of the latter notice to cure the default. The estate acquired by the Lessor through exercise of said right of first refusal shall not merge with any other estate or title held by the Lessor as long as this lease and/or any improvements on the premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan, and said estate shall remain subordinate to any valid and subsisting mortgage or other security instrument.

- 19. ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS.** No assent, expressed or implied, to the breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of covenants of the lease provisions.
- 20. ARCHEOLOGICAL CLEARANCES.** In the event that archeological or historical remains, burials, cultural artifacts, or other antiquities not previously reported are encountered during the course of construction, or any other activities associated with the purpose of this lease, all activity in the immediate vicinity of the remains or artifacts will cease and BIA approving official will be contacted to determine disposition.
- 21. CARE OF PREMISES.** It is understood and agreed that the Lessee is to keep the premises covered by this lease in good repair. Lessee shall not commit or permit to be committed any waste whatever on said premises and shall not remove or tear down any building or other improvement thereon, but shall keep the same in good repair. Lessee shall not destroy or permit to be destroyed any trees, except with the consent of the landowner(s) and the approval of the Secretary, and shall not allow the premises to become unsightly. The Lessee will be held financially responsible for all unrepaired damages to buildings, fences, improvements or appearance, except for the usual wear and decay.
- 22. VIOLATIONS OF LEASE.** It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations of the Secretary as stated in 25 CFR 162.
- 23. RESERVATIONS.** It is understood and agreed that the landowner reserves the right to make mineral, business, signboard, industrial and sand and gravel leases and/or permits, and to grant rights-of-way and other legal grants on the premises covered by this lease, and that in the event such a lease or grant is made, the lessee hereunder shall be entitled to damages for the actual loss sustained by him on account of said lease or grant, and to nothing more.
- 24. ENTRY ON PREMISES.** BIA approving official, his/her representative, or the lessor may enter upon the premises covered by this contract at such reasonable times as may be desired for inspection or for the purpose of exercising any of the rights reserved under this contract. Whenever locks are placed on gates, Lessee needs to provide access to BIA approving official, his/her representative, or the Lessor for inspection purposes only.
- 25. INDEMNITY.** The Lessee agrees to indemnify and hold the United States and the Indian landowner(s) harmless from loss, liability or damages resulting from the lessee's use or occupation of the lease premises. The Lessee also agrees to indemnify the United States and the Indian landowner(s) against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation or disposal of hazardous materials, or the release or discharge of any hazardous materials, from the leased premises that occurs during the lease term, regardless of fault, unless (1) the Lessee would be prohibited by law from making such an agreement; or (2) the interests of the Indian landowner(s) are adequately protected by insurance.
- 26. UPON WHOM BINDING.** It is understood and agreed that the covenants and agreements herein before mentioned shall extend to and be binding upon the heirs, assigns, executors and administrators of the parties to this lease. While the leased premises are in trust or restricted status, all the lessee's obligations under this lease, and the obligations of its sureties, are to the United States, as well as to the landowner(s).
- 27. COMPLETION OF CONSTRUCTION.** The Lessee shall complete construction of the residential home within two (2) years from the Commencement Date. If the Lessee fails to substantially complete the residential home within such time period, Landlord or Secretary may terminate the Lease. If it is determined that Lessee is making diligent effort to complete the construction, and is near completion, Lessee will be provided reasons time to complete the construction, but no more than one (1) year.

28. **USE OF LEASE FOR LIVESTOCK.** The Lessee shall not use or cause to be used, the lease premises for any other purposes, including but not limited to livestock pens, corrals, rodeo arenas or other methods of keeping livestock on the premises. Livestock include domestic and exotic animals. Household pets are limited to one dog and/or one cat. Violation of this provision will be cause for the Lessors(s) or Secretary to terminate the lease without cause.

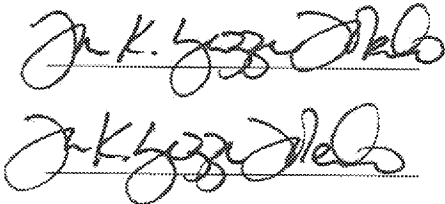
29. **UTILITIES.** Neither the Lessor nor the United States shall have any obligation to provide utilities as of the commencement of this Lease. In the event that the Lessee requires utilities, the installation and maintenance thereof shall be the Lessee's sole obligation. Utility installation shall not be subject to the written consent of the Lessor, and Lessee may enter into Service line agreement or other agreements necessary to acquire utility services. The Lessee shall pay, as they become due, all bills for electricity and other utilities that are furnished to the leased premises.

30. **RIGHT OF REMOVAL.** Upon the termination of the lease, the Lessee of a one-unit single family dwelling shall be entitled, within 60 days, to remove the dwelling and related structures from the leased premises and relocate such improvements to an alternative site, not located on the leased premises. Any Lessee who exercises such a right shall be required to pay all costs related to the relocation of the dwelling unit, provided that such removal will not cause permanent or unrepairable damage to the leased premises or land. Lessee shall leave the land in good order and condition. If the improvement(s) is not removed in 60 days, it shall become the property of the Lessor at the expiration of the 60 days period.

31. **GENERAL PROVISIONS.** This lease is also subject to the general provisions attached as Exhibit No. 2.

32. **EFFECTIVE DATE.** This Lease and all its terms and provisions shall be binding upon the heirs, successors, executors, administrators and assigns of the Lessee(s) and any successor in interest to the Lessor, and shall take effect on the 14 day of February 2020. (Date of Superintendent's approval)

Witness:



Ex. 6 Personal Privacy (PP)

Attest:

Rental Waived

Ex. 6 Personal Privacy (PP) LESSOR

Yes / No

APPROVED: 02/14/2020

Pursuant to Departmental Manual (DM) 2, 230 DM 1
3 IAM 4, and Memorandum of Delegation of Authority
dated on April 22, 2005.



Superintendent, Eastern Navajo Agency


Superintendent for and on behalf of the individual owner if the owner is deceased and the heirs to, or devisees of, the interest of the deceased owner have not been determined to authority given under 25 CFR 162.013 (c)(1);

Ex. 6 Personal Privacy (PP)

Ex. 6 Personal Privacy (PP)

APPROVED: 02/14/2020

*Pursuant to Departmental Manual (DM) 2, 230 DM 1
3 IAM 4, and Memorandum of Delegation of Authority
dated on April 22, 2005.*



Superintendent, Eastern Navajo Agency

GENERAL PROVISIONS

No Merger. There shall be no merger of this lease nor the leasehold estate created by this lease, with the fee estate in the land or with the interest or estate of any leasehold mortgage by reason of the fact that this lease or any such leasehold estate may be held, directly or indirectly, by or for the account of any person or persons who shall own a beneficial interest in the land, or shall hold any leasehold mortgage.

Entire Agreement. This lease sets forth all the agreements, conditions and understandings between Lessor and Lessee relative to the leasing of the Premises, and there are no promises, agreements, conditions, understanding, warranties or representations, oral or written, expressed or implied, between them other than as set forth or referred to herein.

No Oral Modification. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this lease in whole or in part unless such agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

Headings. The Table of Contents and Article headings are inserted herein only for convenience and are in no way to be construed as part of this lease, or indicative of the meaning of the provision of the lease or the intention of the parties, or as limitation in the scope of the particular clauses to which they refer.

Severability; Invalidity of Particular Provisions. If any term or provision of this lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each other term and provision of this lease shall be valid and enforceable to the fullest extent permitted by laws.

Time is of the Essence. Except as otherwise specifically provided in this lease. Time is of the essence in this lease and in each and every provision hereof on Lessor's and Lessee's.

Construction. The parties agree that each party has review and revised this lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to their interpretation of the lease or any amendments or exhibits thereto.

Governing Law. The lease shall be governed exclusively by the provisions hereof, and by the laws of the United State, tribal laws, and to the extent applicable, state law.

Lessor's Right to Defend. Notwithstanding anything to the contrary in this lease, Lessor shall have the right to undertake and continue to defend, at Lessee's reasonable costs and expense, any claim, action or proceeding which is brought against Lessor and which Lessee is obligated under this Lease to defend if, following ten (10) day notice to Lessee, Lessee has failed to diligently defend.

No third Party Beneficiary. The covenants and obligations set forth in this lease are to benefit only the parties hereto, and the Approved Encumbrance as specified in this lease, and shall not be for the benefit of any third party.

Damage to Indian Land and Property. The lessee will be liable and will be required to repair or make reimbursement for any damage that may be done to the premises, livestock, or property of Lessor(s), through the acts of the lessee, their immediate family members, and other persons authorized to occupy the leased premises.

Destruction of Survey Monuments. All survey monuments, witness corners, reference monuments, and bearing trees must be protected against destruction, obliteration, or damage. Any damage or obliterated markers must be reestablished in accordance with accepted survey practices at the lessee's expense including applicable penalties.

Dumping Refuse. The placing or dumping of junk, trash or carrion, rocks or other rubbish or waste is prohibited. Liquidated damages to be \$200.00 per 100 square feet, or actual cost of cleanup, whichever is greater.

Interpretation of Stipulations. The final interpretation of these stipulations shall rest with the Secretary of the Interior.

Junk Cars. No Junk vehicles (any car, truck, van, recreational vehicle, motorcycle) that are inoperable or damaged will be allowed to be stored on the leased premises.

Use of land outside lease premises. No use of land outside the leased premises is allowed. All improvements and use is restricted to within the leased premises.

Burials. No human or animal burial is allowed on the leased premises.

Others. No fee events (rodeos, mud bogging, etc.) is allowed on the leased premises.

BIOLOGICAL RESOURCES COMPLIANCE FORM
NAVAJO NATION DEPARTMENT OF FISH AND WILDLIFE
P.O. BOX 1480, WINDOW ROCK, ARIZONA 86515-1480

It is the Department's opinion the project described below, with applicable conditions, is in compliance with Tribal and Federal laws protecting biological resources including the Navajo Endangered Species and Environmental Policy Codes, U.S. Endangered Species, Migratory Bird Treaty, Eagle Protection and National Environmental Policy Acts. This form does not preclude or replace consultation with the U.S. Fish and Wildlife Service if a Federally-listed species is affected.

PROJECT NAME & NO.: Residential Lease for **Ex. 6 Personal Privacy (PP)**

DESCRIPTION: Biological resources compliance for a 1.00-acre residential lease.

LOCATION: **Ex. 6 Personal Privacy (PP)** Chapter, McKinley County, New Mexico

REPRESENTATIVE: Tina K Yazzie-Toledo, Realty Assistant, BIA Eastern Navajo Agency

ACTION AGENCY: Bureau of Indian Affairs and Navajo Nation

B.R. REPORT TITLE / DATE / PREPARER: Request for review & concurrence/23 AUG 2019/BIA ENA

SIGNIFICANT BIOLOGICAL RESOURCES FOUND: Area 3.

POTENTIAL IMPACTS

NESL SPECIES POTENTIALLY IMPACTED: NA

FEDERALLY-LISTED SPECIES AFFECTED: NA

OTHER SIGNIFICANT IMPACTS TO BIOLOGICAL RESOURCES: NA

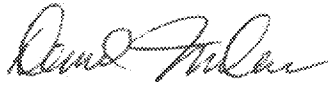
AVOIDANCE / MITIGATION MEASURES: NA

CONDITIONS OF COMPLIANCE*: NA

FORM PREPARED BY / DATE: Pamela A. Kyselka/11 SEP 2019

COPIES TO: (add categories as necessary)

☐ _____ ☐ _____

2 NTC § 164 Recommendation: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Conditional Approval (with memo) <input type="checkbox"/> Disapproval (with memo) <input type="checkbox"/> Categorical Exclusion (with request letter) <input type="checkbox"/> None (with memo)	Signature  Gloria M. Tom, Director, Navajo Nation Department of Fish and Wildlife	Date 9/11/19
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*I understand and accept the conditions of compliance, and acknowledge that lack of signature may be grounds for the Department not recommending the above described project for approval to the Tribal Decision-maker.	
Representative's signature	Date

THE NAVAJO NATION



JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

MEMORANDUM

TO : David Mikesic, Zoologist
Department of Fish and Wildlife

FROM : 
Gloria M. Tom, Director
Department of Fish and Wildlife


DATE : September 08, 2019

SUBJECT : DELEGATION OF AUTHORITY

I will be on travel beginning Sunday, September 08, 2019 through Thursday, September 12, 2019. I am hereby delegating you to act in the capacity of the Director, Department of Fish and Wildlife, effective 8:00 a.m. on Sunday, September 08, 2019. This delegation shall end at 5:00 p.m. on Thursday, September 12, 2019.

Your authority will cover the review and signing off of all routine documents pertaining to the Department of Fish and Wildlife, except for issues that you feel should have the attention of the Director.

ACKNOWLEDGEMENT

 9/9/19

David Mikesic, Zoologist
Department of Fish and Wildlife



September 17, 2019

Ex. 6 Personal Privacy (PP)

RE: **Ex. 6 Personal Privacy (PP)**

Ex. 6 Personal Privacy (PP)

Dear **Ex. 6 Personal Privacy (PP)**

Enclosed is a copy of Dinétahdóó Cultural Resources Management's survey report DCRM 2019-86 concerning the cultural resources inventory of the proposed residential lease site for **Ex. 6 Personal Privacy (PP)** Chapter, McKinley County, New Mexico.

No significant cultural resources were identified during the survey. Archaeological clearance is recommended for the proposed residential lease site.

This report has been submitted to the Navajo Nation Historic Preservation Department's (NNHPD) Cultural Resource Compliance Section in Window Rock, Arizona for compliance review; you will hear directly from their office once a determination of effect has been made. Please call us if you have any questions regarding this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Rena Martin", with a stylized flourish at the end.

Rena Martin
Archaeologist

Chrono 2019-176
Project Files

ARCHAEOLOGICAL INVENTORY REPORT (AIRs) DOCUMENTATION PAGE

1. HPD REPORT NO:	2. (FOR HPD USE ONLY)	3. RECIPIENT'S ACCESSION NO.										
4. TITLE OF REPORT: A Cultural Resources Inventory of the <u>Ex. 6 Personal Privacy (PP)</u> 1-Acre Residential Lease in the Baca/Prewitt Chapter in McKinley County, New Mexico. Author (s): Rena Martin, Shane Wero and April Veith		5. FIELDWORK DATES: August 1, 2019										
		6. REPORT DATE: August 15, 2019										
7. CONSULTANT'S NAME AND ADDRESS: Gen. Charge: Rena Martin, Senior Archeologist Org. Name: Dinétahdóó CRM LLC. Org. Address: P.O. Box 2012 Farmington, NM 87499 Phone: (505) 960-9478 Fax: (505) 960-9749		8. PERMIT NO.: B19563										
		9. CONSULTANT'S REPORT NO.: DCRM 2019-86										
10. SPONSOR'S NAME AND ADDRESS: Ind. Responsible: <u>Ex. 6 Personal Privacy (PP)</u> Org. Name: Org. Address: <u>Ex. 6 Personal Privacy (PP)</u> Phone:		11. SPONSOR'S PROJECT NO.: Allotment <u>Ex. 6 Personal Privacy (PP)</u>										
		12. AREA OF EFFECT: 1.00 ac. (0.40 ha.) AREA SURVEYED: 2.19 ac. (0.89 ha.)										
13. LOCATION (MAP ATTACHED) <table border="0" style="width: 100%;"> <tr> <td>a. Chapter: Baca/Prewitt</td> <td>e. Land Status: Navajo Allotment #277031</td> </tr> <tr> <td>b. Agency: Eastern Navajo</td> <td>f. UTM: See Table 2.</td> </tr> <tr> <td>c. County: McKinley</td> <td>g. Legal Description: See Table 2.</td> </tr> <tr> <td>d. State: New Mexico</td> <td>h. USGS 7.5' Maps: See Table 2.</td> </tr> <tr> <td></td> <td>i. Lead Agency: Navajo Nation HPD.</td> </tr> </table>			a. Chapter: Baca/Prewitt	e. Land Status: Navajo Allotment #277031	b. Agency: Eastern Navajo	f. UTM: See Table 2.	c. County: McKinley	g. Legal Description: See Table 2.	d. State: New Mexico	h. USGS 7.5' Maps: See Table 2.		i. Lead Agency: Navajo Nation HPD.
a. Chapter: Baca/Prewitt	e. Land Status: Navajo Allotment #277031											
b. Agency: Eastern Navajo	f. UTM: See Table 2.											
c. County: McKinley	g. Legal Description: See Table 2.											
d. State: New Mexico	h. USGS 7.5' Maps: See Table 2.											
	i. Lead Agency: Navajo Nation HPD.											
14. REPORT <table border="0" style="width: 100%;"> <tr> <td>a. Description of Undertaking: See Supplemental Sheet</td> </tr> <tr> <td>b. Existing Data Review: See Supplemental Sheet</td> </tr> <tr> <td>c. Area of Environmental & Cultural Setting: See Supplemental Sheet</td> </tr> <tr> <td>d. Field Methods: See Supplemental Sheet</td> </tr> </table>			a. Description of Undertaking: See Supplemental Sheet	b. Existing Data Review: See Supplemental Sheet	c. Area of Environmental & Cultural Setting: See Supplemental Sheet	d. Field Methods: See Supplemental Sheet						
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15. CULTURAL RESOURCE FINDINGS: <table border="0" style="width: 100%;"> <tr> <td>a. Location/Identification of Each Resource: See supplemental sheet.</td> </tr> <tr> <td>b. Evaluation of Significance of Each Resource: See supplemental sheet.</td> </tr> </table>			a. Location/Identification of Each Resource: See supplemental sheet.	b. Evaluation of Significance of Each Resource: See supplemental sheet.								
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16. MANAGEMENT SUMMARY (RECOMMENDATION): See supplemental sheet.												
17. CERTIFICATION: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"> SIGNATURE: <u>Rena Martin</u> General Charge Name: <u>Rena Martin, Archaeologist</u> </td> <td style="width: 50%;"> Date: <u>9/16/19</u> </td> </tr> <tr> <td> SIGNATURE: <u>[Signature]</u> Direct Charge Name: <u>Shane Wero, Archaeologist</u> </td> <td> Date: <u>9/16/19</u> </td> </tr> </table>			SIGNATURE: <u>Rena Martin</u> General Charge Name: <u>Rena Martin, Archaeologist</u>	Date: <u>9/16/19</u>	SIGNATURE: <u>[Signature]</u> Direct Charge Name: <u>Shane Wero, Archaeologist</u>	Date: <u>9/16/19</u>						
SIGNATURE: <u>Rena Martin</u> General Charge Name: <u>Rena Martin, Archaeologist</u>	Date: <u>9/16/19</u>											
SIGNATURE: <u>[Signature]</u> Direct Charge Name: <u>Shane Wero, Archaeologist</u>	Date: <u>9/16/19</u>											

13. LOCATION

Table 1. Client Names, UTM Centerpoint Coordinates (NAD 83 / Zone 13), Legal Descriptions (N.M.P.M.) & USGS 7.5' Quadrangle Map Name.

Client Name	Northing	Easting	¼	¼	¼	Sec.	T.	R.	USGS Map Name
Ex. 6 Personal Privacy (PP)	Ex. 6 Personal Privacy (PP)	Ex. 6 Personal Privacy (PP)	Ex. 6 Personal Privacy (PP)						Bluewater, N. Mex., 1957. Photo revised, 1980.

14. REPORT:

- a. **Description of Undertaking:** Ex. 6 Personal Privacy (PP) are proposing to develop a new residential lease site. The proposed residential lease site is located just south of the Haystack Mountain in an area occupied by the Ex. 6 Personal Privacy (PP). The clients are proposing to improve the residential area and place a home in the in the 1-acre (0.40 ha.) residential lease area. Construction may include ground leveling, trenching, lying of water facilities pipelines, septic system, powerline pole placement and stringing of powerline and construction of other homestead features. The area of effect totals 1.0 acre (0.40 ha.).
- b. **Existing Data Review:** Prior to field work, a records check was conducted at the Navajo Nation Heritage and Historic Preservation Department's (NNHHPD) office, located in Window Rock, Arizona. The records indicated that three (3) previous surveys have been conducted within a 300 ft. (91 m) radius of the project areas. The previous studies include HHPD 04-477.2; HHPD 05-654; and HHPD 05-657. As a result of these surveys, no sites were located within 300-feet of the project areas.



The vegetation community consist of juniper and pinion trees, sagebrush, rabbitbrush, four wing saltbush snakeweed, Indian ricegrass, ring muhly grass, galleta grass, New Mexico thistle, prickly pear cactus, cholla cactus, and barrel cactus. The soil at the residential lease site consist of sandy loam soil with some gravel.

The Navajo name for Baca/Prewitt is *Kinligaii*, which, when translated, means "White House". The chapter includes the communities of Prewitt, Haystack, South Chavez, and Blue Water. It is in the outer most area of the Eastern Navajo Agency extending to the southeast. Brothers Bob and Harold Baca set up a trading post in 1916, which is why the Navajo people referred to the community as Baca (LSR Innovations: 2004).

- d. **Field Methods:** On August 1, 2019, Rena Martin and April Veith, archaeologists with DCRM conducted the cultural resources inventory of one (1) proposed residential lease site. The proposed residential lease site was surveyed by walking east-west parallel transects spaced no more than 10 m apart with a 50-foot buffer zone added to the outer edges of the staked residential lease site. Notes were taken on the environment, the IUS, and any interview information collected with the residential site. The total area surveyed is 2.19 ac. (0.89 ha.).

Table 2. Proposed Residential Lease Site Dimensions.

Client Names	Dimensions	Acres / Hectares
Ex. 6 Personal Privacy (PP)	208.73 ft (63.6 m) x 208.76 ft (63.6 m) x 208.68 ft (63.6 m) x 208.71 ft (63.6 m)	1.00 ac. (0.40 ha)
Total Acres and Hectares		1.00 ac. (0.40 ha)

In accordance with NNHHPD guidelines, the project archaeologist interviewed the residential lease area client(s) to obtain information regarding local traditional cultural properties (TCPs) and unmarked burials in the area. Ex. 6 Personal Privacy (PP)

Ex. 6 Personal Privacy (PP) was interviewed at his proposed residential lease site.

Ex. 6 Personal Privacy (PP)

Ex. 6 Personal Privacy (PP) and said, there were no TCPs or unmarked Navajo burials in or near the site.

15. CULTURAL RESOURCE FINDINGS:

a. **Location/Identification of Each Resource:** No significant archaeological resources were identified. Four currently in-use sites (IUS) were identified during the survey. Table 4. Provides a summary description of the in-use site. The In-use Site contains a portion of the current well-established residential area. A former baseball field from the 1970s is located in the Ex. 6 Personal Privacy (PP). The remains include posts, netting and other residential debris.

Table 3. In-Use Site (IUS)

IUS # and Client (s) Name	Description	Contact Person	Interview Results/ Date of Occupation
Ex. 6 Personal Privacy (PP)	Remnants of a family baseball field built in the 1970's and household debris.	Ex. 6 Personal Privacy (PP)	No TCP/burials; 1950 to present.

b. **Evaluation of Significance for Each Resource:** IUS 1 may possess one or more of the qualities of integrity cited in CFR 60.4. The IUS does not meet criteria a, b, c or d. The IUS does meet the 50-year age guideline and not considered eligible properties for the National Register of Historic Places. The IUS does not meet the 100-year age definition of an archaeological resource required for protection under ARPA. The IUS does not contain structures that have been blessed and thus, they are not eligible for protection under AIRFA. And finally, the IUS does not merit protection under NAGPRA.

16. **Management Summary (Recommendations):** Archaeological clearance is recommended for the development of the proposed residential lease site since no significant cultural resources were found.

REFERENCES

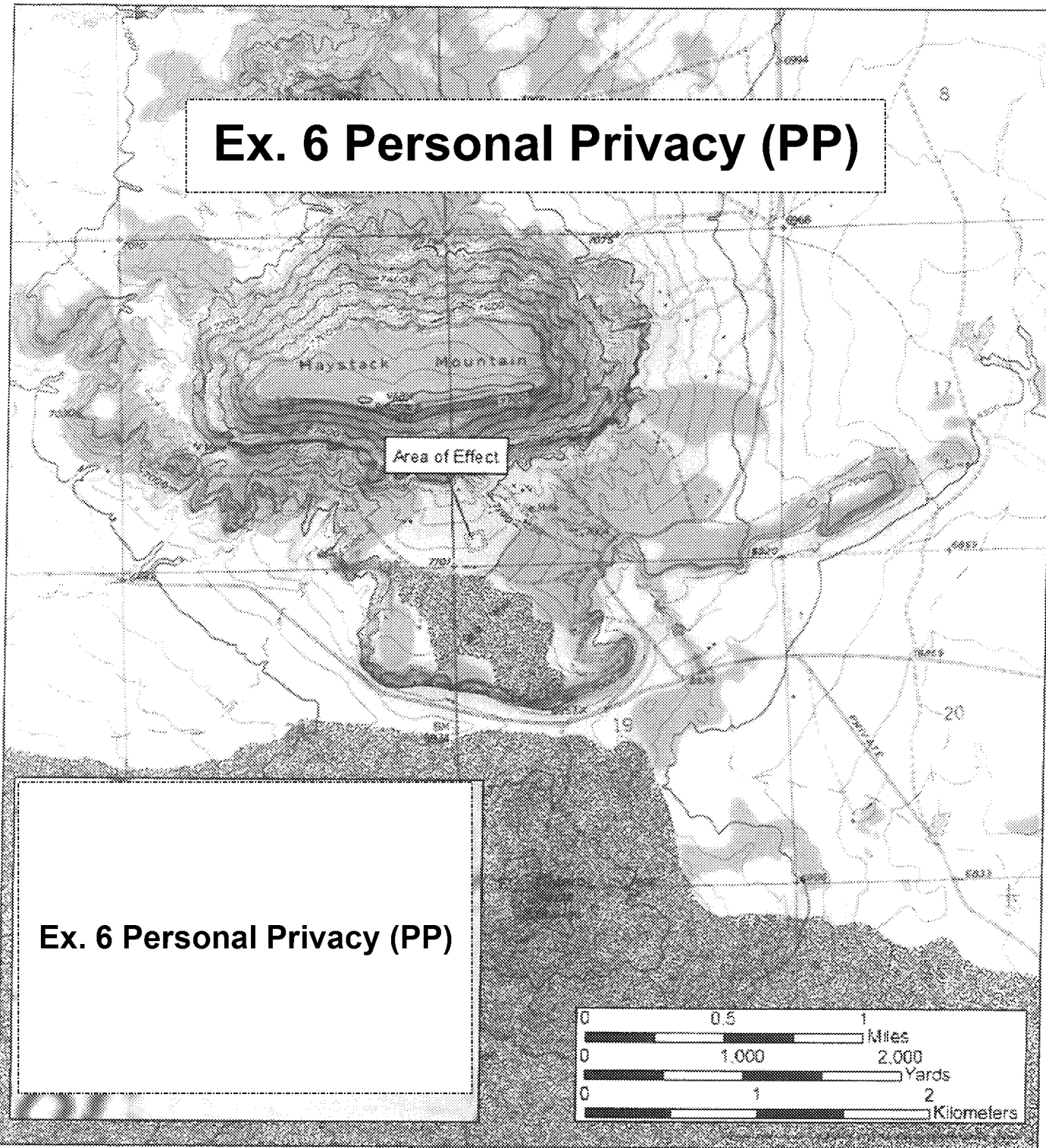
LSR Innovations Research & Planning

2004 Chapter Images: 2004 Edition; edited by LSR Innovations for the Division of Community Development. Window Rock, Arizona.

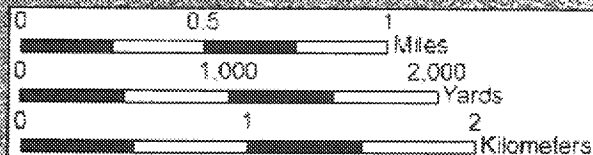
Van Valkenburgh, Richard F.

1974 Navajo Sacred Places. In *Navajo Indians III*, edited C. Kluckhohn, pp. 9-99. Garland Publishing New York, New York.

Ex. 6 Personal Privacy (PP)

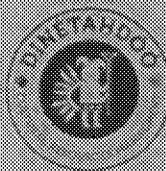


Ex. 6 Personal Privacy (PP)



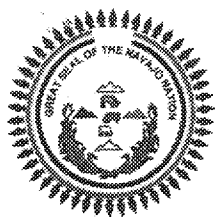
Legend

- Bends
- Area of Effect
- Buffer Zone

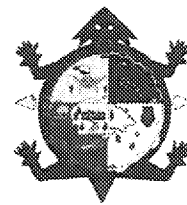


DCRM 2019-86
 Bluewater NM Photorevised 1980
 Proposed **Ex. 6 Personal Privacy (PP)**
 bal Lease Site in Baca-Prewitt Chapter
 Scale 1:24,000
 (1 inch = 2,000 feet)

Figure 1: Map showing project area



THE NAVAJO NATION
Heritage & Historic Preservation Department
P.O. Box 4950 • Window Rock, Arizona 86515
(928) 871-7198 (tel) • (928) 871-7886 (fax)



CULTURAL RESOURCE COMPLIANCE FORM

NNHHPD NO.: HPD-19-637

CONSULTANT REPORT NO.: DCRM 2019-86

PROJECT TITLE: A Cultural Resources Inventory of the Proposed **Ex. 6 Personal Privacy (PP)** 1-Acre Residential Lease in the Baca/Prewitt Chapter in McKinley County, New Mexico.

LEAD AGENCY: BIA/NRO

SPONSOR: **Ex. 6 Personal Privacy (PP)**

PROJECT DESCRIPTION: **Ex. 6 Personal Privacy (PP)** is proposing to develop a new residential lease site. The clients are proposing to improve the residential area and place a home in the 1-acre (0.40 ha.) residential lease area. Construction may include ground leveling, trenching, laying of water facilities pipelines, septic system, powerline pole placement and stringing of powerline and construction of other homestead features. The area of effect totals 1.0 acre (0.40 ha.).

PROJECT ARCHAEOLOGIST: Rena Martin, M.A., Shane Wero, B.A. and April Veith

NAVAJO ANTIQUITIES PERMIT NO.: B19563

DATE INSPECTED: 8/1/2019

DATE OF REPORT: 8/15/2019

TOTAL ACREAGE INSPECTED: 2.19

METHOD OF INVESTIGATION: Class III pedestrian inventory with transects spaced 10 m apart

Number of Eligible Properties: 0

Number of Non-Eligible Properties: 0

Number of Unevaluated Properties: 0

Number of Burials: 0

Number of TCPs: 2

Number of Isolated Occurrences: 0

Number of In-Use Sites: 1

EFFECT/CONDITIONS OF COMPLIANCE: No Historic Properties Affected

PROCEED RECOMMENDED: Yes


CONDITIONS: No

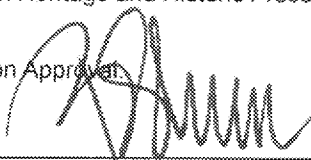
In the event of a discovery ["discovery" means any previously unidentified or incorrectly identified cultural resources including but not limited to archaeological deposits, human remains, or locations reportedly associated with Native American religious/traditional beliefs or practices], all operations in the immediate vicinity of the discovery must cease, and the Navajo Nation Historic Preservation Department must be notified at (928) 871-7148.

FORM PREPARED BY: Olsen John

FINALIZED: 10/10/2019


Richard M. Begay, Department Manager/TMPO
Navajo Nation Heritage and Historic Preservation Department


Date

Navajo Region Approval

BIA- Navajo Regional Office


Date

~ DOCUMENT IS VOID IF ALTERED ~

ED_005011_00000391-00018

HPD Number.: HPD-19-637

LOCATION INFORMATION

LAND STATUS: Individual Indian Allotment #277031

STATE: NM

DATUM: NAD83

ZONE: 13

COUNTY

McKinley

QUAD

Bluewater, NM

CHAPTER

Baca-Prewitt

Township Range Sections

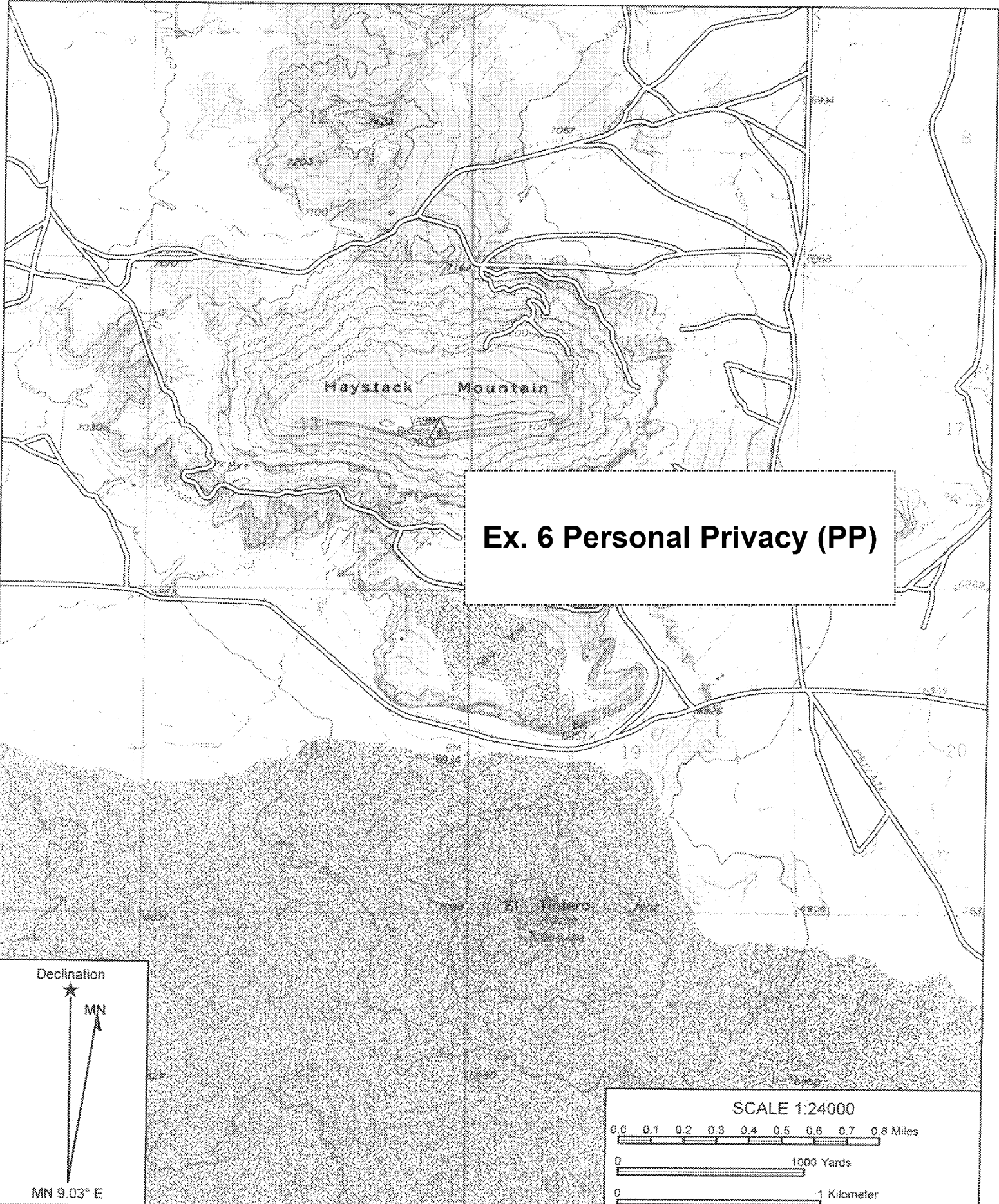
Ex. 6 Personal Privacy (PP)

UTM N

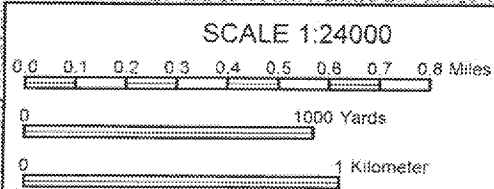
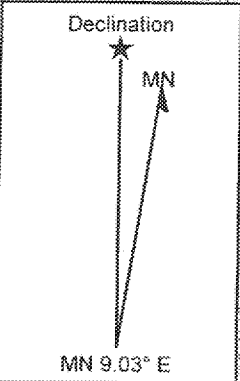
UTM E

Ex. 6 Personal Privacy (PP)

~ DOCUMENT IS VOID IF ALTERED ~



Ex. 6 Personal Privacy (PP)



Name: Bluewater, New Mexico 1957 P.R. 1980
Scale: 1 inch = 2,000 ft.

Location:
Caption: **Ex. 6 Personal Privacy (PP)**

SURVEYOR'S CERTIFICATE :

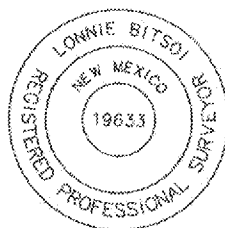
I, Lonnie Bitsoi, New Mexico Registered Professional Surveyor No. 19633, do hereby certify that this Boundary Survey Plat and the actual survey on the ground upon which it is based were performed by me or under my direct supervision; that I am responsible for this survey, that this survey meets the Minimum Standards for Surveying in New Mexico, and that it is true and correct to the best of my knowledge and belief.

Lonnie Bitsoi

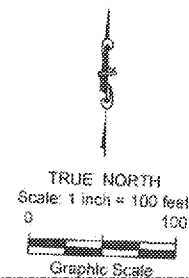
12/25/2019

Lonnie Bitsoi, NMPS No. 19633

Date

**Symbol Legend**

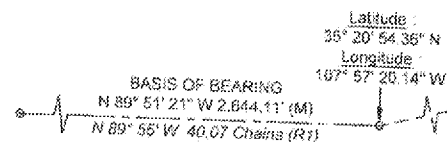
- — Found BLM Cadastral Brass Cap
- — Set 1/2" Rebar with Yellow plastic cap stamped "RPS 19633"
- C — Calculated
- M — Measured (GPS Derived)
- R1 — 1969 BLM Plat

**NOTES:**

- 1.) Bearings shown hereon are referred to Grid North, New Mexico Coordinate System - West Zone (NAD 83), and were derived using GPS relative positioning techniques.
- 2.) Distances and Areas shown hereon are horizontal ground distances.
- 3.) No attempt has been made as a part of this Survey to obtain or show data concerning any utility or public service facility.

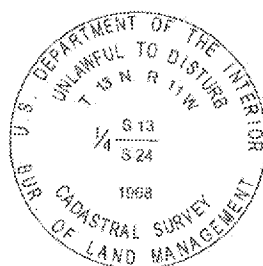
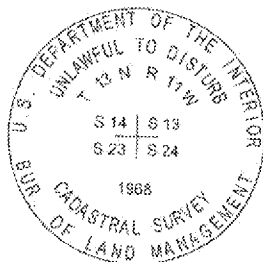
Ex. 6 Personal Privacy (PP)

Ex. 6 Personal Privacy (PP)



The described Tract of land contains 1.00 acre or 43,565.91 square feet, more or less.

NOTE: Basis of Bearing, N 89° 51' 21" W (GPS Derived), from the One - Quarter Corner of Sections 13 & 24, to the Section Corner of Sections 13, 14, 23 & 24, Township 13 North, Range 11 West, New Mexico Principal Meridian, State of New Mexico.



FALCON
LAND
SURVEYORS

P.O. Box 3018
Peoria, AZ 85380
(923) 689-8716
falconlandsurveyors@hotmail.com



Drawing # NM-2019-16-36

Surveyed by: Jerry Bitsoi 12/24/2019
Approved by: Lonnie Bitsoi 12/25/2019